



## **COMMERCIALIZATION INFORMATION** (to be completed by companies interested in licensing LLNL technology)

### **Request for Commercialization Information**

Lawrence Livermore National Laboratory (LLNL) requests that all potential licensees answer the questions below before we enter into substantive licensing negotiations. LLNL, as a federally-funded research and development laboratory, must ensure that technology commercialization will benefit the United States economy. The information requested in the attached questionnaire assists LLNL in documenting such benefit, and outlines your company's capabilities and resources to commercialize the technology. Any additional information such as your annual report and product literature will also be helpful. The LLNL Licensing Group, along with technology experts, will review your commercialization information along with that of other companies and select the company(ies) that demonstrates the best capability to commercialize the technology.

### **Grant of Rights**

Any license with LLNL is a standard grant of rights to practice the licensed inventions. The grant of rights may be nonexclusive or exclusive (field of use). The license does not include technical assistance or any obligation to furnish Licensee any know-how or improvements.

### **Nonexclusive License**

LLNL's typical license is a royalty-bearing, nonexclusive license with annual performance milestones. LLNL licenses usually require an up-front, nonrefundable issue fee, royalty payments based on products sold, and a minimum annual royalty. The fees will vary depending on the number of patents licensed, the demand for the technology, and the number of companies already licensed. Licensees obtaining foreign rights are required to pay the cost of preparing, filing, and prosecuting foreign patent applications and the maintenance of all resulting foreign patents.

### **Exclusive License**

LLNL will grant a limited exclusive (field-of-use) license when a technology is in its early stages of development and will require a considerable corporate investment in additional research and development before commercialization is possible. Performance milestones will be much more stringent in a limited exclusive license. Issue fees and royalties may be higher than in a nonexclusive license.

### **Regulatory approvals**

Licensee is solely responsible for obtaining any regulatory approvals that may be needed to practice the technology. LLNL cannot advise nor assist any company in obtaining such approvals.

## **Technical Assistance**

Licensee is solely responsible for the commercialization of the licensed inventions. Under special circumstances, LLNL may agree to provide technical assistance to Licensee on a full cost recovery basis (pre-paid) only if the work is beneficial to LLNL's mission objectives.

## **Insurance**

Licensee must insure its activities relating to this Agreement at its own cost with an insurance company acceptable to The Regents. Licensee will provide The Regents with proof of coverage to show compliance with this requirement.

## **Limited Warranty and Indemnification Language**

LLNL is operated by The Regents of the University of California for the U.S. Department of Energy. Any license for LLNL technology will be through an agreement between The Regents of the University of California and the Licensee. Such agreements will contain, but not be limited to, the following nonnegotiable language:

**Limited Warranty:** This license and the associated Licensed Products are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The Regents makes no representation or warranty that Licensed Products or Licensed Methods will not infringe any third party patent or other proprietary right. In no event will The Regents be liable for any incidental, special, or consequential damages resulting from exercise of this license or the use of the Invention or Licensed Products.

Nothing in the LLNL license will be interpreted as:

- (1) A warranty or representation by The Regents as to the validity or scope of any of The Regents' rights in Licensed Patents; or
- (2) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of third parties; or
- (3) Any obligation to bring suit against a third party for patent infringement; or
- (4) Conferring by implication, estoppel, or otherwise any license or rights under any patents of The Regents other than Licensed Patents as defined in this Agreement, regardless of whether such patents are dominant or subordinate to Licensed Patents; or
- (5) An obligation to furnish to Licensee or any third party any know-how or improvements.

**Indemnification:** The Licensee agrees, and agrees to require its sublicensees (if applicable), to indemnify and hold harmless The Regents and the U.S. Department of Energy, their officers, employees, and agents; the sponsors of the research that led to the Invention; the inventors of the Licensed Patents; and their employers against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of the exercise of this license. Licensee shall pay any and all costs incurred by The Regents in enforcing this indemnification, including reasonable attorney fees.

## To Begin Licensing Discussions

If your company would like to begin licensing discussions with LLNL, please fill out the attached Commercialization Information form and FAX it to the **Golden Opportunities** at the LLNL IPAC Office at (925) 423-8988, or mail it along with additional corporate literature to:

Attention: **Golden Opportunities**, L-795  
Lawrence Livermore National Laboratory  
Industrial Partnerships and Commercialization  
P.O. Box 808  
Livermore, CA 94551

Your company information will be treated as “proprietary.”

**Date:** \_\_\_\_\_

## **COMMERCIALIZATION INFORMATION**

### **I. General**

1. Name of Company:
2. Contact Name & Title:  
Phone:  
Fax:  
Email:
3. Mailing Address:
4. What LLNL technology are you interested in licensing?
5. How did you learn about this LLNL technology?
6. What type of license are you requesting?

### **II. Company Information**

1. Please provide the following information about the company:

Legal name (if different from above):

Legal form (corporation, partnership, sole proprietorship, etc.):

If corporation, what state are you incorporated in?

Location of business headquarters:

Number of employees:

Number of years in business:

Estimated gross annual sales:

Please provide copies of your company's last three years of financial statements.

Corporate SIC Code:

Does the company qualify as a "small business" as defined in Section 2, Public Law 85-536 (15 U.S.C. 632)?

Does the company qualify as a "small entity" as defined in 37 CFR §1.9?

Is the company minority owned?

Is the company woman owned?

Is the company involved in a Cooperative Research and Development Agreement (CRADA) or Work for Others Agreement with LLNL; if so, what is the contract number?

2. Has any principal of your company been employed or a consultant of Lawrence Livermore National Laboratory in the past two years? If yes, please explain.
3. If the company is a subsidiary, please provide the legal name, legal form, and business headquarters location of the parent company.
4. If the company is a joint venture, please provide the legal name, legal form, and business headquarters location of each joint venture participant.
5. If the company does not have business headquarters in the U.S., does it have business units in the U.S.?
  - If so:
    - Approximate number of business units:
    - Location(s) of business units:
    - Number of employees in U.S. business units:

Primary function(s) of the unit(s):

Sales

Customer support/service

Manufacturing

Design/engineering

Other (please specify)

6. Foreign (Non-U.S.) Control

A. Does any foreign entity (company, foreign government, etc.) have any level of ownership interest in the company?

B. If so, please provide the name of each foreign entity having any ownership interest, and the portion of interest held by each foreign entity.

7. Experience and technical expertise

Please summarize your company's prior experience in commercializing or attempting to commercialize an early-stage technology. How does this experience apply to this proposal to commercialize LLNL technology? Does your company have the specific in-house technical expertise for the present venture?

### III. Licensed Products

1. Briefly describe each type of product or service the company is considering developing using the LLNL technology:

2. Related products/services presently sold by the company:

3. How will the new product/service fit into existing product/service lines?
  - Replace an existing product/service
  - Complement or enhance an existing product/service
  - Produce an entirely new product/service
  - Become part of a larger system or end-product
4. Will regulatory approval (e.g., FCC, FDA, etc.) be required? If so, please explain.

#### **IV. Benefit to U.S. Economy**

1. Will design and development of Licensed Products be performed in the U.S.? If so, at what location?
2. Will Licensed Products and embodying parts, including components, be substantially manufactured in the U.S.? If so, at what location?
3. If design, development, and substantial manufacture will not be done in the U.S., please describe how significant economic and technical benefit will accrue to the U.S. as a result of licensing LLNL technology.

## V. Market Analysis

Please provide the following information for each type of product or service (attach additional pages if necessary):

Type of product or service	Target market for the product or service	Estimated market size (\$)	Current market size (\$)	Future market size in 5 years (\$)	Future market size in 10 years (\$)

Competing manufacturers/products/services:

## VI. Commercialization Projection

Please provide the following information for each type of product or service (attach additional pages if necessary):

1. Estimated date of first sale; specifying month/year or time to market after license execution:
2. Projected development costs and commercialization costs in dollars and man-years of effort:
3. Source(s) of funding for the development and commercialization:



4. Product(s) sales estimates:

Product/Service Description:					
Year of sales:	Year 1	Year 2	Year 3	Year 4	Year 5
Expected Market Penetration:					
Expected Sales:					
# Units					
Gross Sales (\$K)					
Cost per Unit:					
Direct costs					
Indirect costs					



Lawrence Livermore National Laboratory  
Industrial Partnerships and Commercialization  
7000 East Ave. P.O. Box 808, Livermore, CA 94550  
Phone: 925-422-6416 Fax: 925-423-8988

### BUSINESS INFORMATION

Full Business Name (Legal Name)			(DBA, if any)		
Business Address			Business Telephone ( )		
City	State	Zip	FAX Number ( )		
Business is: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			Years in Business ( )      Years this Owner ( )		

### BANK REFERENCE

Name	Branch	Loan Officer/Account Officer	Telephone ( )
City	State	Zip	Type <input type="checkbox"/> Business <input type="checkbox"/> Personal <input type="checkbox"/> Loan Account Number -

### MAJOR TRADE REFERENCES (VENDORS)

Name	Contact
1. City State Zip	Telephone Mo. Purchase ( )
Name	Contact
2. City State Zip	Telephone Mo. Purchase ( )
Name	Contact
3. City State Zip	Telephone Mo. Purchase ( )

### PRINCIPAL INFORMATION

Principal's Name	% Owned	Title	Principal's Name	% Owned	Title
Home Address			Home Address		
City	State	Zip	City	State	Zip
Home Phone ( )	Social Security No.		Home Phone ( )	Social Security No.	

**FINANCIAL STATEMENTS:** Provide the last 3 years Personal or Corporate Financial statements and most recent tax return.

**RELEASE:** To Whom This May Concern: This will be your authority and my request for you to release any information requested concerning personal or company credit standing.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_